

AG Contract No. KR97 2813TRN
ADOT ECS File No. JPA 97-121
Project: H4749 01C
Program: SR-85 Prison Access

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF ADMINISTRATION

THIS AGREEMENT is entered into 9 January, 1998
between agencies of the State of Arizona, to wit; the DEPARTMENT
OF TRANSPORTATION, acting by and through its Deputy State
Engineer (the "DOT") and the DEPARTMENT OF ADMINISTRATION, acting
by and through its Director (the "ADOA").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The ADOA is empowered by Arizona Revised Statutes Section 41-1504 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the ADOA.

3. The ADOA is constructing a new prison complex near SR-85 at MP 138. The new complex will significantly increase traffic in the area and requires the reconstruction of the prison access road intersection and SR-85 approaches, generally in accordance with Exhibit A which is attached hereto and made a part hereof, at an estimated cost of \$2,000,000.00, hereinafter referred to as the Project. The ADOA has budgeted \$400,000.00 for the Project and will pay for the design out of that amount. The DOT has agreed to contribute the balance of the cost of the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The ADOA will:

a. At an estimated cost of \$207,350.00, provide to DOT standards design studies, plans, specifications, permits and such other documents and services required for construction bidding and construction. Incorporate DOT review comments.

b. Provide in fee in the name of the DOT any additional required right-of-way for the Project, at no cost to the DOT.

c. Within 30 days after receipt of an invoice, pay the DOT \$192,650.00 as the ADOA's share of the cost of the Project.

d. Upon completion and acceptance of the Project, provide maintenance to any portions of the access road outside of DOT right-of-way.

2. The DOT will:

a. Review the design documents and provide comments.

b. Upon execution of this agreement, invoice the ADOA in the amount of \$192,650.00 as ADOA's share of the cost of the Project.

c. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractors. Be responsible for all costs of the Project over the ADOA's share of \$400,000.00, and for any contractor claims for extra compensation due to delays or whatever reason.

d. Upon completion and acceptance of the Project, provide maintenance to the roadway within the SR-85 right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue Mail Drop 616E
Phoenix, AZ 85007

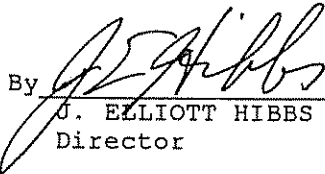
Arizona Department of Administration
Construction Services Manager
15 S. 15th Avenue Suite 101
Phoenix, AZ 85007


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DEPARTMENT OF ADMINISTRATION

DEPARTMENT OF TRANSPORTATION


By 
J. ELLIOTT HIBBS
Director

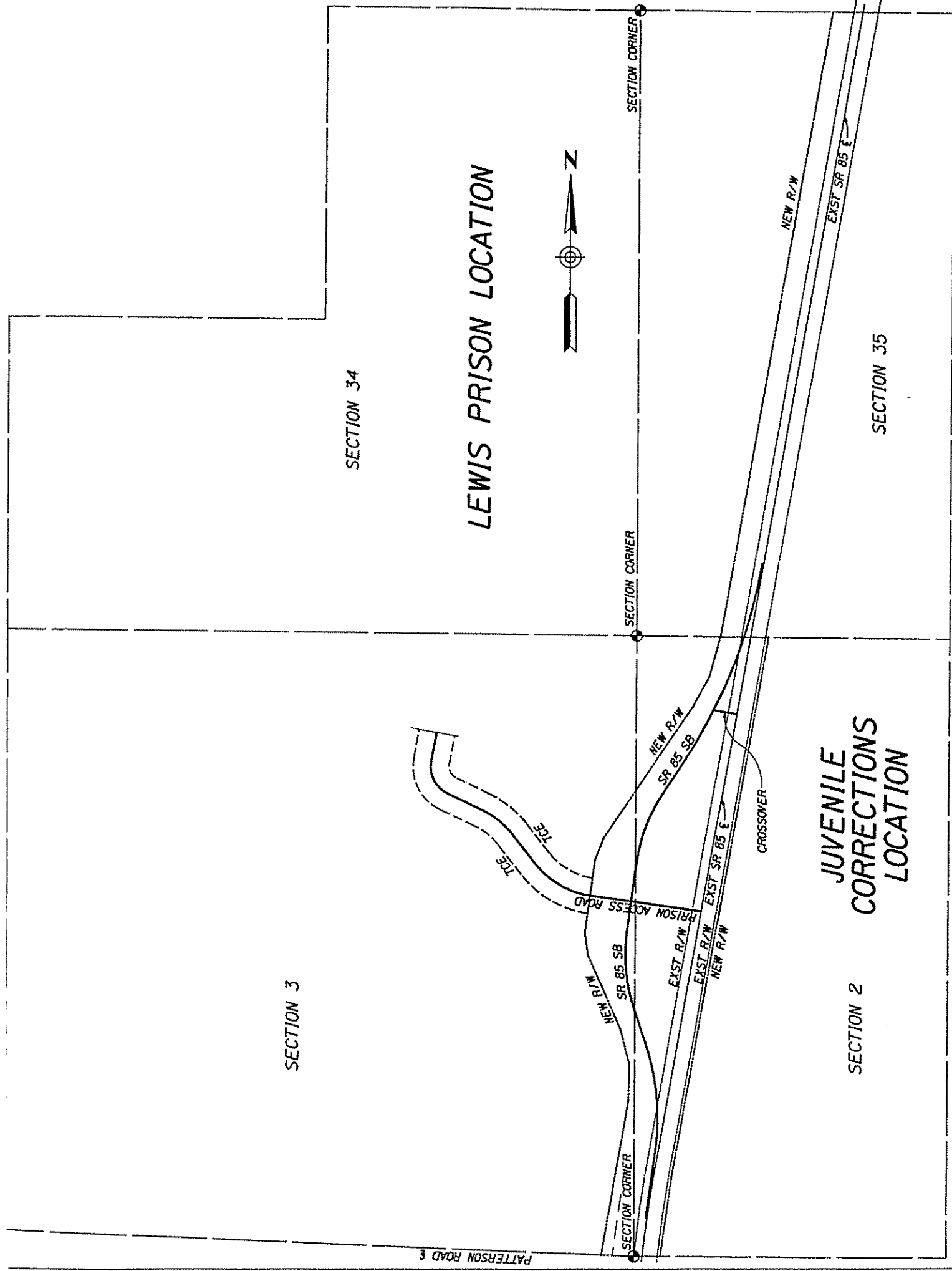
By 
EDWARD D. WRIGHT
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 28th day of July 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Arizona Department of Administration for the purpose of defining responsibilities for the design, construction and maintenance of a new prison access road intersection on SR-85 at MP 138.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director



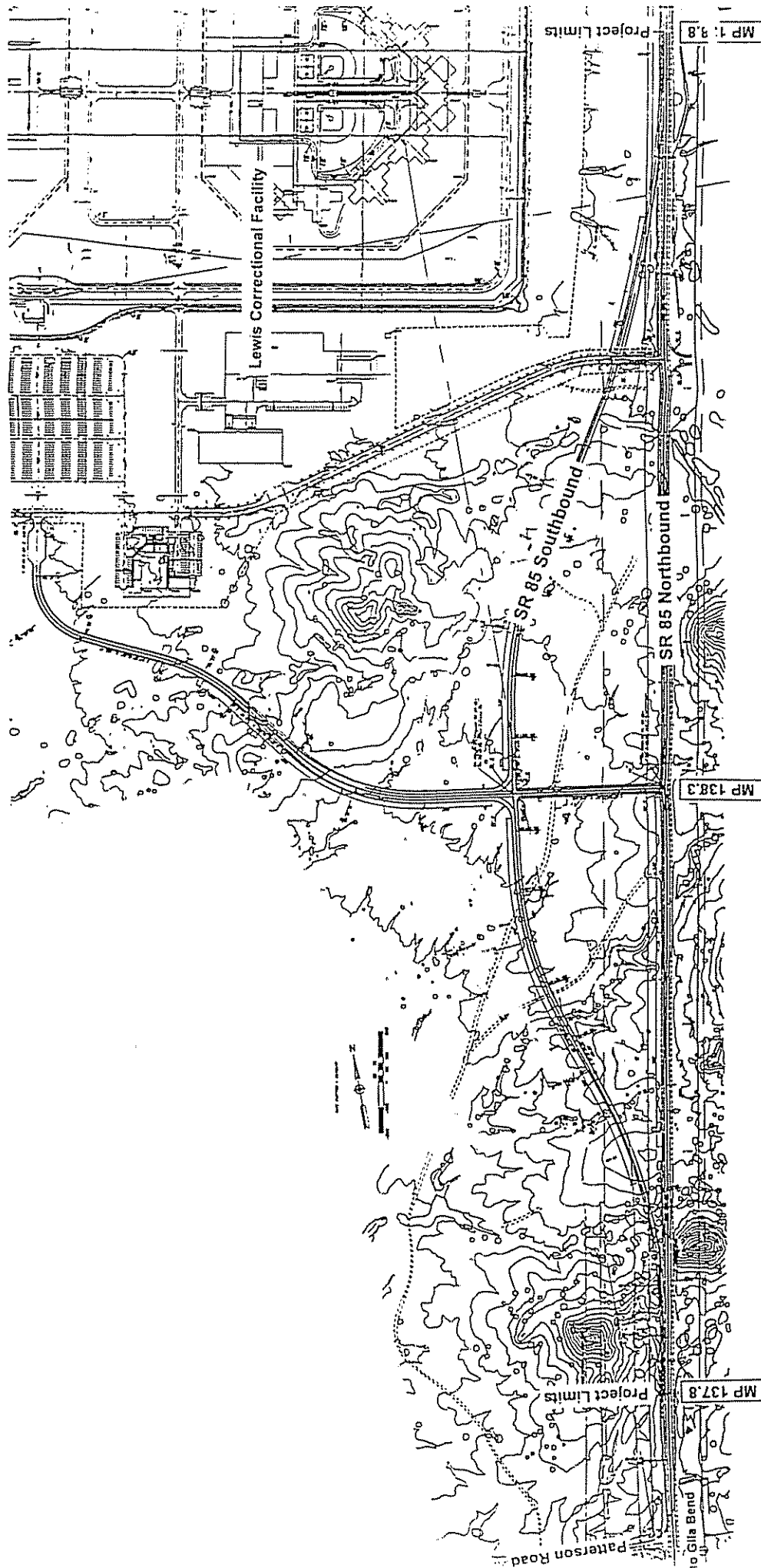


Figure 3. Project Area

Environmental Determination: SR 85 Gila Bend Bypass
 Project No. F-023-1-528 TRACS No. 85 MA 137 H 4749 01C

APPROVAL AS TO FORM

KR97-2923

Re: Attorney General Contract No. _____

RECEIVED
JAN 09 1998
STATEWIDE PROJECT
MANAGEMENT

Pursuant to your request, the Attorney General's Office has reviewed the above referenced contract and approved it as to form. When reviewing this contract for form, the Attorney General's Office considers whether the following situations have been addressed:

1. Identification of parties;
2. Offer and acceptance;
3. Existence of contract consideration (we do not review to determine if consideration is adequate); and
4. That certain provisions specifically required by statute are included.
(i.e. provisions concerning Non-Availability of Funds; Audit of Records, A.R.S. §§ 35-214 and 35-215; Conflict of Interest, A.R.S. § 38-511; Non-Discrimination, Executive Order 75-5; and Third Party Antitrust Violations.)

Although we will notify you if we observe other issues or problems with a contract, we have not reviewed the contract for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval of the form should not be considered approval of the underlying policy considerations addressed by the contract.

If you have any questions, please contact Dan Bergin at 542-8326.

DATED this 5th day of January 1998.

By Dan Bergin
Assistant Attorney General